

AGENDA
JEFFERSON COUNTY COMMISSION
SPECIAL SESSION
THURSDAY, AUGUST 13, 2015
1:30 P.M.
County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. 1:30 p.m. Interviews for the Director of Financial Management - Executive Session §6-9A-4(B)
- Job offer and approval of employment - Director of Financial Management - Discussion/Action
2. 3:15 p.m. BREAK
3. 3:30 p.m. Dr. Bondy Shay Gibson, Jefferson County Board of Education
- Request to schedule a special election on December 12, 2015 for the Board of Education's Excess Levy - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

- Approval of Resolution and Contract - Court Security Fund (15-CS-08) - \$2,250 - Discussion/Action
4. ADJOURN

RECRUITMENT ANNOUNCEMENT

Director of Financial Management Jefferson County Commission Office

**\$75,000 - \$80,000
FULL-TIME w/BENEFITS**

**QUALIFIED APPLICANTS SHOULD RESPOND TO:
JEFFERSON COUNTY COMMISSION,
PO BOX 250, 124 E. WASHINGTON STREET,
CHARLES TOWN, WV, 25414
Attn: Stephanie Grove, County Administrator**

Statement of Duties: The Director of Financial Management is responsible for coordinating and supervising the County's financial planning (short and long-term), accounting, auditing and capital planning as well as serving as a liaison between the County Commissioners, County Administrator, all Departments, Elected Officials and Contingency agencies and others involved in the fiscal operation of Jefferson County. Employee is required to perform all similar or related duties.

Education and Experience: Bachelor's Degree in Business Administration, with a major in Finance, Business, Economics or Accounting; seven to ten (7-10) years of accounting and finance related work experience in a governmental setting with at least five (5) years of accounting experience in a supervisory level.

Knowledge: Thorough knowledge of the principles, practices, laws and regulations of government accounting, budget preparation and management techniques and practices and applicable financial or treasury provisions of the County and West Virginia General Laws including the investment of funds and the borrowing of short and long term debt financing government operations; working knowledge of computer applications for accounting and financial management. Knowledge of County government operations as well as pertinent County, State and Federal agencies. Knowledge of County budgeting techniques and practices as well as local, state and federal regulations and/or laws pertaining to local government financial operations. Working knowledge of financial operating software, information management, and automated accounting systems, the Internet, database management and spread sheet applications in support of the County's financial operations.

Abilities: Ability to analyze and interpret financial data and to present findings clearly in written and oral form; ability to establish and maintain cooperative relationships with County officials and other governmental representatives. Ability to function independently in a flexible manner and to establish and maintain effective working relationships with staff, vendors and disgruntled members of the public.

Interested applicants should go to <http://www.jeffersoncountywv.org/> for detailed job announcement. Applications/resumes will be accepted until the position is filled.

Jefferson County is an Equal Opportunity Employer and Drug Free Workplace.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Bondy Shay Gibson

Department or Organization: Jefferson County Schools

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1st Choice: August 6th

If a specific date is needed, please provide reason for specific date: Click here to enter text.

Date Requested – 2nd Choice: Special Meeting prior to August 14th

Subject (*Wording to be placed on agenda*): Request for scheduling of special election on December 12, 2015 for the Excessive Levy for public schools.

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? Y/N : NO.

If so, how much? \$

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): Motion to approve the request to schedule a special election on December 12, 2015 for the Excess levy to fund Jefferson County Schools.

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information:

Email address: Bondy.Gibson@k12.wv.us. Phone Number: 304-7289223

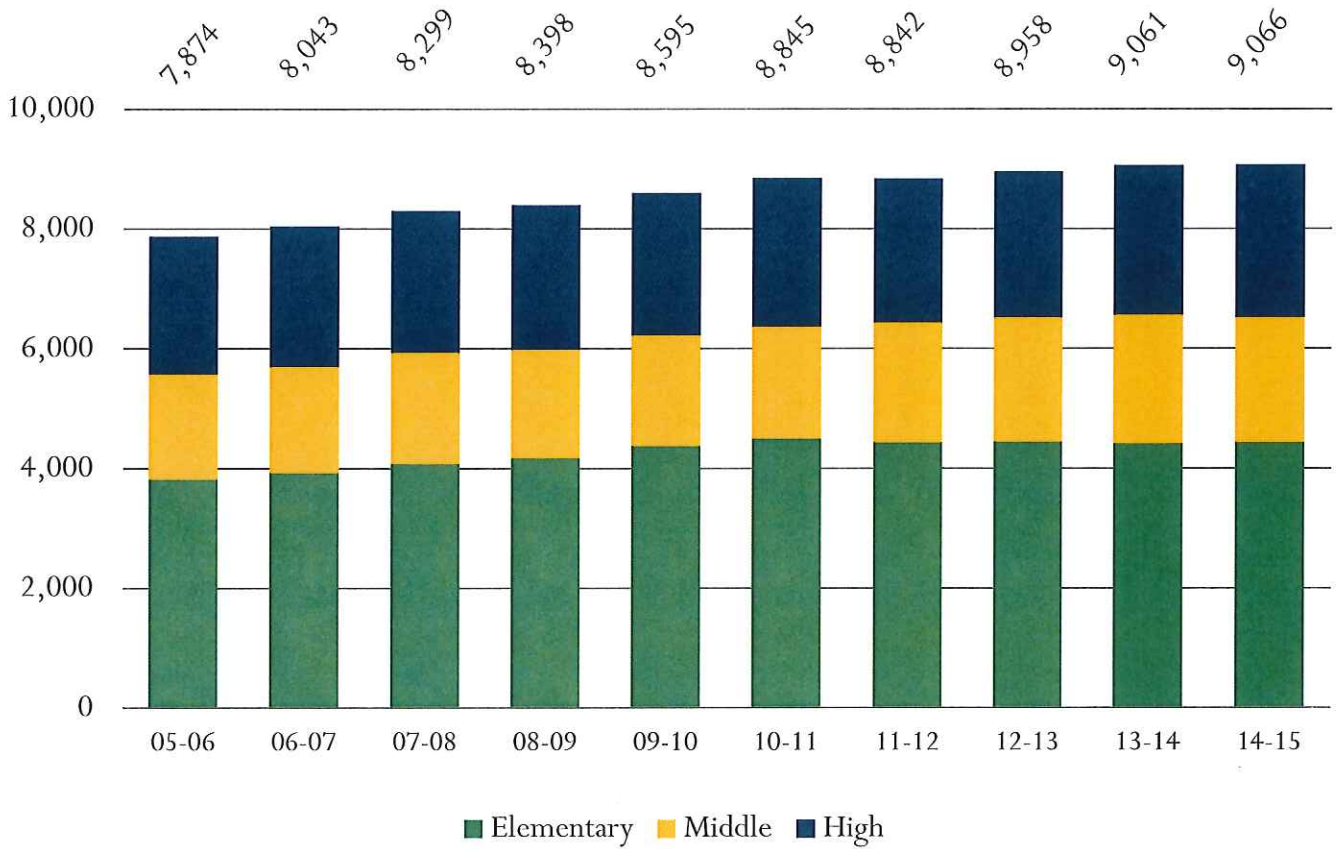
FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.

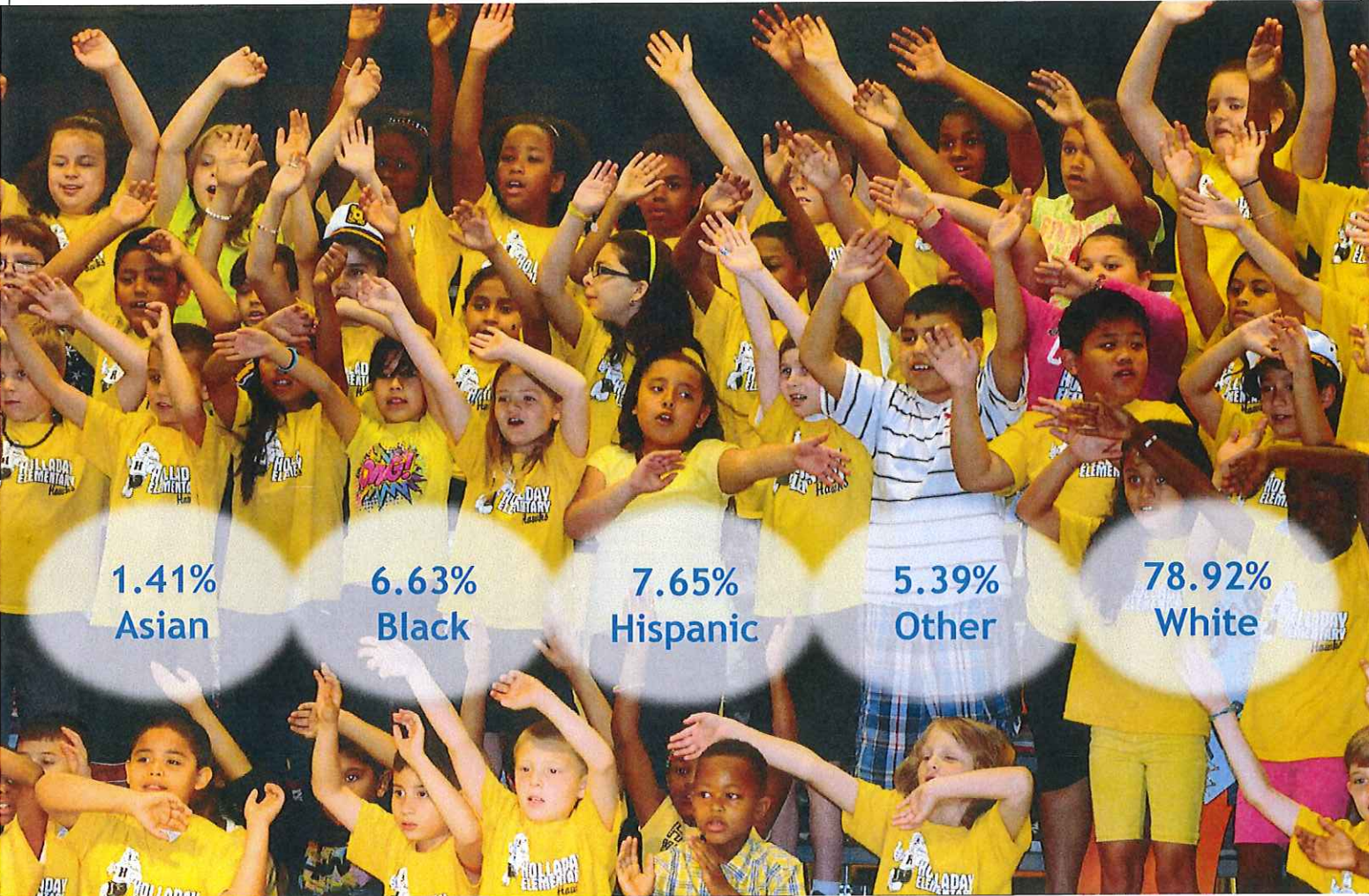
Jefferson County Schools Excess Levy Overview

August 2015

ENROLLMENT



ETHNIC DISTRIBUTION

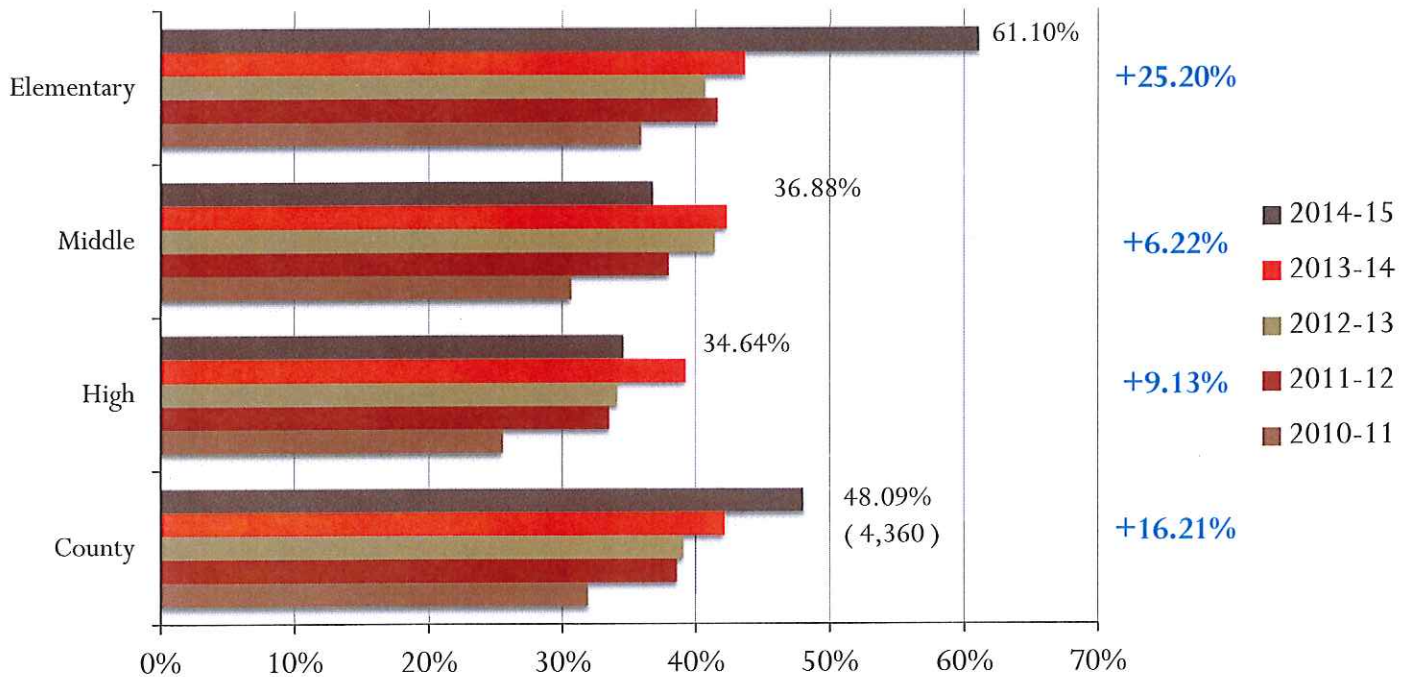


ECONOMICALLY DISADVANTAGED

Definition of Eligibility: Family of four, annual income \$28,665 = Free Meals

Students Receiving Free and Reduced Meals

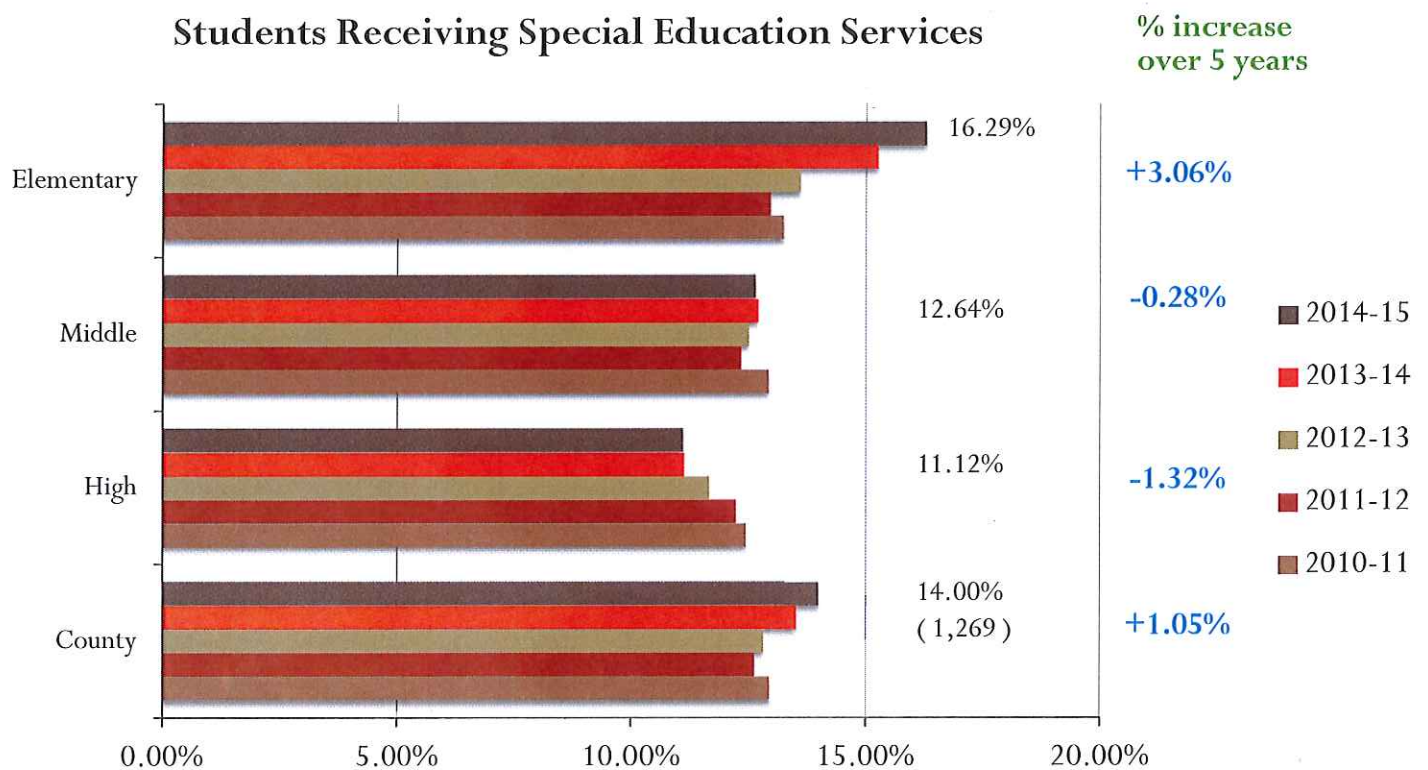
% increase
over 5 years



Note: All students in our Title I elementary schools are currently eligible to receive free meals.

STUDENTS WITH SPECIAL NEEDS

Students Receiving Special Education Services

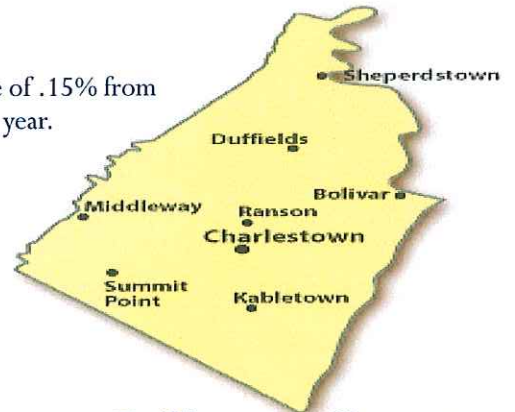


STATE OF FINANCE

Per Pupil Expenditures



Decrease of .15% from
previous year.

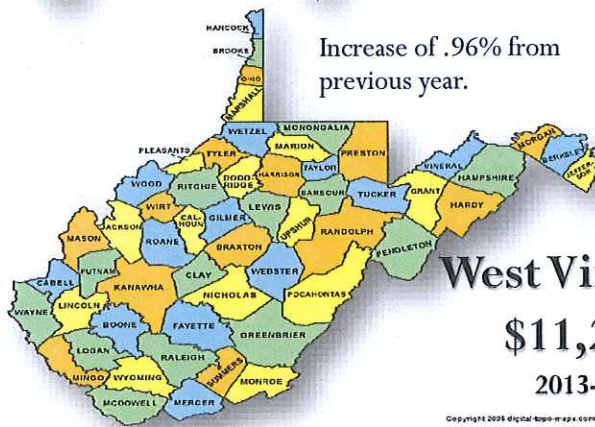


Jefferson County

\$11,215

2013-14

Increase of .96% from
previous year.



We are the wealthiest
county in WV and 31st out
of 55 in per pupil
expenditures

Source: * National Center for Education Statistics

most current data available from this source

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STATE OF FINANCE 2014-15

Revenue Trends

	FY12 ADOPTED BUDGET	FY13 ADOPTED BUDGET	FY14 ADOPTED BUDGET	FY15 ADOPTED BUDGET	FY16 PROPOSED BUDGET	FY17 PROJECTED BUDGET	FY18 PROJECTED BUDGET
EXPENSE	83,297,950	83,381,100	85,304,571	85,519,215	87,020,602	87,020,602	87,020,602
REVENUE	79,597,950	79,792,350	82,243,548	83,448,990	83,707,399	83,707,399	83,707,399
REVENUE GAP	-3,700,000	-3,588,750	-3,061,023	-2,070,225	-3,313,203	-3,313,203	-3,313,203
SOURCES TO BALANCE:							
PRIOR YEAR CARRYOVER	2,000,000	750,000	1,106,970	1,000,000	1,000,000	1,000,000	1,000,000
BOARD DESIGNATED	200,000	76,020	1,954,053	1,070,225	2,313,203	556,940	0
STABILIZATION \$	1,500,000	0	0	0	0	0	0
OPEB/FUND EQUITY	0	2,762,730	0	0	0	0	0
TOTAL SOURCES TO BALANCE	3,700,000	3,588,750	3,061,023	2,070,225	3,313,203	1,556,940	1,000,000
BALANCED BUDGET	0	0	0	0	0	-1,756,263	-2,313,203

Excess Levy Budget Trend Data

YEAR	AMOUNT	%Incr (Decr)	\$Incr (Decr)
FY10	22,985,156	-3%	\$ (761,624)
FY11	20,095,312	-14%	(2,889,844)
FY12	19,114,430	-5%	(980,882)
FY13	18,430,223	-4%	(684,207)
FY14	18,590,509	1%	160,286
FY15	18,934,835	2%	344,326
FY16	19,146,219	1%	211,384
TOTAL		-22%	\$(4,600,561)

Types of School Levies (Taxes)

- Current Expense Levy (Regular Levy)
- Bond Levy
- Excess Levy

Overview of Levy Process

- Assessor – Certifies assessed value of various types of property by class of property and projects total property tax collections.
- Sheriff – Prints tax statements and mails to taxpayer by July 15th. Tax collection begins and sheriff distributes taxes collected to the levying body by 10th of each month.
- Regular Levy – Sheriff distributes taxes collected directly to JCS. Step 9 of the Public School Support Program (PSSP) formula is reduced by this amount.
- Bond Levy – Sheriff distributes taxes collected for the bond levy directly to Municipal Bond Commission. (JCS receives check copy from Sheriff)
- Excess Levy – Sheriff distributes taxes collected for the excess levy directly to JCS.

Jefferson County Levies

- 72 % of Jefferson County tax collections are allocated to Jefferson County Schools
 - Jefferson County Levy Revenue by Type:

o Regular Levy	43%	~\$15.7M
o Bond Levy	5%	~1.7M
o Excess Levy	52%	~19M
- ~ 35% of all Jefferson County Schools Revenue is attributed to levies

Current Expense Levy (Regular Levy)

- Step 9 (of 10) of the Public School Support Program (PSSP) formula for determining state aid
- Rate set by Legislature
- Inverse relationship with assessed values

Bond Levy

- Requires voter approval
- 2004: \$19M bond for 16 year term with 2020 maturity date
- 2012: bond was refunded but maintained maturity date of 2020
- Municipal Bond Commission (MBC) determines annual levy needed to satisfy principal and interest payments
- Additional 5% – 10% is collected and placed in reserve until the end of bond issue

Excess Levy

- Requires voter approval
- Excess levy has been approved by Jefferson County voters since April 16, 1946
- “Excess” equals additional funds to support/supplement both instructional and operational needs of Jefferson County Schools
- Current rate is at 100%
- Rate set by Board of Education
- Current Excess Levy has a 5 year term (FY12-FY16) from July 1, 2011 to June 30, 2016
- Direct relationship with assessed values

Current Excess Levy Call

PURPOSE	AMOUNT
Salary supplements, stipends and personnel not funded by state aide	16,255,312
Employee benefits and professional development	1,250,000
Compensation for substitute employees	800,000
School allocations	850,000
Instructional materials, including textbooks, library books, technology, hardware/software and classroom supplies	850,000
Support for local public libraries	60,000
Support for WVU Extension Services to Community and Schools	30,000
TOTAL	20,095,312

Excess Levy Budget Trend Data

YEAR	ALLOWANCE %	AMOUNT	%Incr (Decr)	\$Incr (Decr)
FY10	5%	22,985,156	-3%	\$ (761,624)
FY11	5%	20,095,312	-14%	(2,889,844)
FY12	5%	19,114,430	-5%	(980,882)
FY13	5%	18,430,223	-4%	(684,207)
FY14	4%	18,590,509	1%	160,286
FY15	4%	18,934,835	2%	344,326
TOTAL			-24%	\$ (4,811,945)

Regular & Excess Levy Trend Data

	FY09	FY10	FY11	FY12	FY13	FY14
Budget	44,899,580	43,861,721	38,499,863	37,131,070	36,261,945	36,955,349
Actual	44,890,300	44,807,293	39,011,746	38,035,101	36,299,946	36,290,456
Variance	(9,280.00)	945,572.00	511,883.00	904,031.00	38,001.00	(664,893.00)
Variance %	99.98%	102.16%	101.33%	102.43%	100.10%	98.20%

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Sandy McDonald, Deputy County Administrator**

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: Click here to enter text.

Date Requested – 1st Choice: **August 13, 2015**

If a specific date is needed, please provide reason for specific date: Click here to enter text.

Date Requested – 2nd Choice: Click here to enter text.

Subject (*Wording to be placed on agenda*): **Approval of Resolution and contract – Court Security Fund (15-CS-08) - \$2,250 – Discussion/Action**

Please provide the County Commission with a description of your request or presentation, including any background information:
Click here to enter text.

Is this a funding request? Y/N

If so, how much? **\$ 0 (Pass through Grant)**

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Motion to approval of Resolution and contract – Court Security Fund (CSF) (15-CS-08) in the amount of \$2,250 and to authorize the President of the Commission to affix her signature to the appropriate documents - Discussion/Action

Attach supporting documents for request, or request may be denied.

If not attached, explain: Click here to enter text.

Is equipment needed? Projector Y/N Click here to enter text. Internet/Wi Fi Y/N Click here to enter text.

Telephone for conference call Y/N Click here to enter text.

Contact information:

Email address: Click here to enter text. Phone Number: Click here to enter text.

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.

RESOLUTION

The **County Commission** of **Jefferson County** met on _____ (date) with a quorum present and passed the following resolution.

Be it resolved that the **County Commission** hereby authorizes **Jane Tabb, President** of the **Jefferson County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds pursuant to provisions of the Court Security Fund grant program.

Signed: _____
County Clerk

GRANT CONTRACT AGREEMENT

BETWEEN THE

DIVISION OF JUSTICE AND COMMUNITY SERVICES

AND

Jefferson County Commission

15-CS-08

This **AGREEMENT**, entered into this **12th day of June, 2015**, by the Director of the Division of Justice and Community Services, hereinafter referred to as "DJCS", for and on behalf of the State of West Virginia, and the **Jefferson County Commission**, hereinafter referred to as "Grantee."

WHEREAS, DJCS is the recipient of a Court Security Fund grant from the State of West Virginia, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds. **Funds were awarded to enhance the security of County Court Facilities.**

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. DJCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by DJCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **July 1, 2015**, and shall continue those services/activities until **June 30, 2016**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.

5. In consideration of the services rendered by the Grantee, the sum of up to \$2,250.00 shall be obligated by DJCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that DJCS by joining in the Agreement, does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Funds no more frequently than once a month to DJCS. Upon receipt of said request, DJCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to DJCS by the twentieth (20th) day of each month.
8. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
9. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that DJCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Agreement, the DJCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the DJCS reasons for taking said action.
11. DJCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation here-under or work to be performed, which are mutually agreed upon between the parties shall be in writing.

12. If for any reason funds received by DJCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.
13. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to DJCS a final report on forms provided by DJCS. Said reports shall reflect actual costs incurred during the terms of this Agreement.
14. The parties agree that "notice" described herein may be by personal service, or by certified mail, return receipt requested, and evidence of such certified mail shall be postage prepaid, return receipt requested. Notice shall be given at the following addresses:
 - a. Division of Justice and Community Services
1204 Kanawha Boulevard, East
Charleston, West Virginia 25301
 - b. **Grantee Mailing Address:**
Jefferson County Commission
Post Office Box 250
Charles Town, West Virginia 25414
15. The Grantee shall hold and save DJCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority.

Jane Tabb, President
Jefferson County Commission

W. Richard Staton, Director
Division of Justice and Community Services

**WEST VIRGINIA
DIVISION OF JUSTICE & COMMUNITY
SERVICES**

STANDARD CONDITIONS AND ASSURANCES

All correspondence to DJCS, which is required and/or occurs as a result or action of any of the following Special Conditions and Assurances, or as a result of the administration of any DJCS grant program, should be mailed to the following address:

West Virginia Division of Justice & Community Services
1204 Kanawha Boulevard, East
Charleston, West Virginia 25301

1. LAWS OF WEST VIRGINIA:

This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by DJCS, regardless of the original funding source. This grant is on a "REIMBURSEMENT ONLY" mechanism.

2. LEGAL AUTHORITY:

The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. RELATIONSHIP:

The relationship of the grantee to DJCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind DJCS for any obligation or expense without the express prior written approval from DJCS.

4. COMMENCEMENT WITHIN 60 DAYS:

This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by letter to DJCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

5. OPERATIONAL WITHIN 90 DAYS:

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to DJCS explaining the delay in implementation. Upon receipt of the 90-day letter, DJCS may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

6. WRITTEN APPROVAL OF CHANGES:

The grantee must obtain prior written approval from DJCS for all project changes (programmatic, fiscal or otherwise).

**WEST VIRGINIA
DIVISION OF JUSTICE & COMMUNITY
SERVICES**

STANDARD CONDITIONS AND ASSURANCES

7. CIVIL RIGHTS COMPLIANCE:

Grantee will comply with all federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services.

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, grantees will take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities.

8. PRESS RELEASE:

Pursuant to the Stevens Amendment, any release of information pertaining to this grant must include the following information:

1. grant amount;
2. State involvement (name of state entity responsible for administering the grant); and,
3. Federal involvement if applicable (name of federal entity responsible for administering the grant).

9. LOBBYING:

Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in OMB circular A-122, and/or relevant State laws.

10. ACCESS TO RECORDS:

DJCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.

11. CONFLICT OF INTEREST:

No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family.

12. POLITICAL ACTIVITY:

The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.)

**WEST VIRGINIA
DIVISION OF JUSTICE & COMMUNITY
SERVICES**

STANDARD CONDITIONS AND ASSURANCES

13. RELEASE OF INFORMATION:

All records, papers and other documents kept by recipients of grant funds are required to be made available to DJCS. These records and other documents submitted to DJCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code.

DJCS recognizes that some information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement, personnel or juvenile sensitive or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, all determinations concerning the release of information of this nature are made on a case-by-case basis by DJCS, and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult DJCS regarding concerns or questions about the release of potentially sensitive information under state and local laws.

14. NATIONAL AND STATE EVALUATION EFFORTS:

The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

15. OBLIGATION OF PROJECT FUNDS:

Funds may not, without prior written approval from DJCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.

16. USE OF FUNDS:

Funds awarded through DJCS may be expended **ONLY** for the purposes and activities specifically covered by the grantee's approved project description and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.

17. ALLOWABLE AND UNALLOWABLE COSTS:

Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards.

18. PEER REVIEW SUB GRANTEE EVALUATION PROCESS:

The applicant agrees to discharge if necessary - at the request of DJCS - knowledgeable, competent personnel (preferably a Project Director) to participate in a contemplated "peer review" process/advisory council. The purpose of this process would be to assist DJCS in making grant funding recommendations and furthered policy development regarding individual grant programs throughout the State. This would be no more than 2-3 days per annum.

**WEST VIRGINIA
DIVISION OF JUSTICE & COMMUNITY
SERVICES**

STANDARD CONDITIONS AND ASSURANCES

19. NON-SUPLANTING:

Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.

20. MATCHING CONTRIBUTION:

The grantee will have available, and will expend as needed, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by the West Virginia Division of Justice & Community Services. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines established by the West Virginia Division of Justice & Community Services for this program. All grantees must maintain records that clearly show the source, the amount and the timing of all matching contributions. Please be reminded that match is not "required"; however, if it is committed and indicated on the budget pages of this application, then this special condition is affected.

21. PROJECT INCOME:

All income earned by the grantee as a result of the conduct of this project, must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established by DJCS as are established for granted funds. All grantees must maintain records that clearly show the source, the amount and the timing of all project income. There is no waiver provision for the project income requirement.

22. CONSULTANT FEES:

Approval of this grant does not indicate an approval of consultant rates in excess of \$450 per day. Specific and detailed justification must be submitted to, and approved by DJCS prior to obligation or expenditure of such funds.

23. SUSPENSION OF FUNDING:

DJCS may suspend, in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- Failure to submit reports;
- Filing a false certification in this application or in another report or document; or,
- Other cause shown.

24. SANCTIONS FOR NONCOMPLIANCE:

In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, DJCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the grantee until the grantee complies;
- Cancellation, termination or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received.

**WEST VIRGINIA
DIVISION OF JUSTICE & COMMUNITY
SERVICES**

STANDARD CONDITIONS AND ASSURANCES

25. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:

The grantee shall submit one copy of all reports and proposed publications resulting from this agreement to DJCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements:

"This document [product] was prepared under a grant from the West Virginia Division of Justice & Community Services (or simply "DJCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia or the Division of Justice & Community Services."

"This project supported by Grant No. _____ awarded by the West Virginia Division of Justice & Community Services and the U.S. Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also included the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United State Department of Justice."

26. PROPERTY ACCOUNTABILITY:

The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by DJCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from DJCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to DJCS. Property must be used for the intended grant purposes, if not being used in accordance with terms of the grant property will revert back to DJCS.

27. CRIMINAL PENALTIES:

Whoever embezzles or endeavors to embezzle, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act shall be subject to prosecution under the provisions of Section 1011 of Title 18, United States Code. Any law enforcement and criminal justice program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to the Act, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 871 of Title 18, United States Code.

28. REPORTS:

Each grantee shall submit such reports as DJCS shall deem reasonably necessary to the execution of monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.

29. PURCHASING:

When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or other agency.

**WEST VIRGINIA
DIVISION OF JUSTICE & COMMUNITY
SERVICES**

STANDARD CONDITIONS AND ASSURANCES

30. COLLABORATION W/OTHER FED. AND STATE GRANTS:

Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment and any other resources deemed necessary by DJCS.

31. INFORMATION SYSTEMS:

With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software produced under this grant) will be made available to DJCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon requests, to DJCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- c. That whenever possible all application programs will be written in standardized programming languages (i.e. Cobol, Fortran, C, C++, XML, etc.) or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
- d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916/392-2550) should be contacted to determine availability of software prior to any development effort.

32. INCIDENT BASED REPORTING COMPLIANCY:

Grant applicants (cities & county commissions) will not be considered for funding if the applicant is not current with submitting Incident Based Reporting (IBR) information to the West Virginia State Police (if applicable). Grantees must remain current with submitting IBR information to the West Virginia State Police or grant funding will be withheld until such time as that grantee becomes IBR compliant.

33. TIME EXTENSIONS:

In general, time extensions for this program will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated.

34. USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:

Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

35. LIMITED ENGLISH PROFICIENCY:

Grantee must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. For more information on the civil rights responsibilities that grantees have in providing language services to limited English proficiency individuals, please see the website www.lep.gov.

**WEST VIRGINIA
DIVISION OF JUSTICE & COMMUNITY
SERVICES**

STANDARD CONDITIONS AND ASSURANCES

36. COMPUTER EQUIPMENT:

Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. The following are **minimum** hardware requirements, as well as software requirements, established by DJCS for this grant program, which must be recognized when purchasing computer equipment, in whole or in part, utilizing grant funds:

Minimum Hardware Requirements:

- Intel Pentium III 733 MHz Processor; 133MHz front side bus
- 512K L2 Cache
- 128 MB SDRAM 100 MHz expandable to at least 384 MB
- 10 Gig. EIDE Ultra ATA 7200RPM Hard Drive
- 3.5" 1.44 MB Floppy Diskette Drive
- 48X Max Internal CD-ROM drive or 8X DVD-ROM drive
- 3 PCI, 1 16-bit ISA slot, 1 PCI/ISA (shared), 1 AGP slot
- ATI 8 MB AGP 2X Rage Pro Video Card
- 1 Parallel, 2 Serial, 2 USB
- 101/104-Key Keyboard (PS/2)
- PS/2 Port Compatible Mouse

Recommended Hardware Components:

- Mid-tower case
- 16-Bit 3D Sound Blaster Compatible w/ 64 voice wavetable and speakers (may be integrated)
- 3Com 10/100 PCI Ethernet Network Card
- APC UPS Backup power protection (adequate size to handle power load)
- Iomega Internal Zip Disk Drive

Software Requirements:

Whenever possible, software should operate within open industry standards. For example, Windows 2000 Operating System, Microsoft Office 2000 Professional, etc.

Warranty Requirements:

3 Year on-site warranty

37. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:

Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

**WEST VIRGINIA
DIVISION OF JUSTICE & COMMUNITY
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STANDARD CONDITIONS AND ASSURANCES

38. PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:

- I.) Federal Office of Management and Budget (OMB) Circular A-133 sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending Federal awards. If applicable, this grant shall adhere to the audit requirements set forth in OMB Circular A-133 at the time of award.

As of 10/1/04, the requirements set forth by OMB Circular A-133 are as follows: Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

- II.) OMB Circular A-110 sets forth standards for obtaining consistency and uniformity for the audit of institutions of higher education, hospitals, and other non-profit organizations expending Federal awards. This grant shall adhere to the audit requirements set forth in OMB Circular A-110.

As if 10/1/04, the requirements set forth by OMB Circular A-110 are as follows: Recipients and sub recipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133.

- III.) If an audit must be conducted pursuant to OMB Circular A-133 and A-110, a copy of the audit shall be submitted to DCJS as well as to the Federal clearinghouse.

As of 10/1/04, the Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

39. PROGRAM ACCOUNTABILITY – STATE AUDIT REQUIREMENTS:

- I.) Sub grantee assures that it has read, understands, and is in full compliance with all requirements as set forth in §12-4-14., Code of West Virginia, or as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with §12-4-14. Sub grantee further understands that if it is currently debarred or is not in compliance with §12-4-14., it is ineligible to receive funding from the West Virginia Division of Justice Community Services.

40. CONFIDENTIALITY OF RESEARCH INFORMATION:

Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).

41. LEASE AGREEMENTS:

Grantee agrees to provide DJCS with a description of proposals to use grant funds to enter into lease arrangements with private entities for the purpose of fulfilling the goals and objectives of this project.

**WEST VIRGINIA
DIVISION OF JUSTICE & COMMUNITY
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STANDARD CONDITIONS AND ASSURANCES

42. EQUAL EMPLOYMENT OPPORTUNITY PLAN:

Each grantee certifies, that it has executed and has on file, an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E, or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. All EEO findings should be reported to Office for Civil Rights, Office of Justice Programs, US Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531

43. VETERANS PREFERENCE:

This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. DJCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

44. IMMIGRATION AND NATURALIZATION VERIFICATION:

The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.

45. PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:

It is the sense of DJCS that to the greatest extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.

46. PERSONNEL TRAINING:

For projects involving payment of personnel or overtime pay, DJCS reserves the right to require training as a condition of the grant before or at any time during the project period.

47. ACCOUNTING REQUIREMENTS:

Grantee agrees to record all project funds and costs following generally accepted accounting procedures. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material, must be retained and be available for audit purposes.

48. OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:

Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the OJP Financial Guide.

49. TRANSFER OF FUNDS PROHIBITION:

The grantee is expressly prohibited from transferring funds between any DJCS programs.

50. MARKING OF EQUIPMENT:

Grantee will ensure that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the West Virginia Division of Justice & Community Services."

**WEST VIRGINIA
DIVISION OF JUSTICE & COMMUNITY
SERVICES**

STANDARD CONDITIONS AND ASSURANCES

51. PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:

Grantee acknowledges that DJCS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support.

Grantee agrees to consult with DJCS re the allocation of any patent rights that arise from, or are purchased with, this funding.

52. CENTRAL CONTRACTOR REGISTRATION:

Grantee agrees to register with the Central Contractor Registration (CCR), www.ccr.gov and provide documentation to DJCS within 30 days of award notification that they have done so.

53. DATA UNIVERSAL NUMBERING SYSTEM:

Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to DJCS within 30 days of award notification that they have done so.

54. JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:

Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.

- Deinstitutionalization of status offenders (DSO).
- Separation of juveniles from adults in institutions (separation).
- Removal of juveniles from adult jails and lockups (jail removal).
- Reduction of disproportionate minority contact (DMC), where it exists.

This includes, but is not limited to, completing the annual the WV Certification of Non-Secure Facilities and submitting to DJCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

55. BIDDING PROCEDURES:

Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.

**WEST VIRGINIA
DIVISION OF JUSTICE & COMMUNITY
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STANDARD CONDITIONS AND ASSURANCES

56. COMPLIANCE WITH FEDERAL PROCEDURES:

The applicant assures that it will comply with the provisions of 28 Code of Federal Regulation (CFR) applicable to grants and cooperative agreements, including:

- a. Part 11, Applicability of Office of Management and Budget Circulars.
- b. Part 18, Administrative Review Procedures.
- c. Part 20, Criminal Justice Information Systems.
- d. Part 22, Confidentiality of Identifiable Research and Statistical Information.
- e. Part 23, Criminal Intelligence Systems Operating Policies.
- f. Part 30, Intergovernmental Review of Department of Justice Programs and Activities
- g. Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures

57. ADDITIONAL REGULATIONS AND PROCEDURES:

In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines.

- a. National Environmental Policy Act of 1969 (NEPA).
- b. National Historic Preservation Act of 1966.
- c. Flood Disaster Protection Act of 1973.
- d. Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
- e. Control Act Amendments of 1972.
- f. Safe Drinking Water Act.
- g. Endangered Species Act of 1973.
- h. Wild and Scenic Rivers Act.
- i. Fish and Wildlife Coordination Act.
- j. Historical and Archaeological Data Preservation.
- k. Coastal Zone Management Act of 1979.
- l. Animal Welfare Act of 1970.
- m. Impoundment Control Act of 1974.
- n. Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
- o. Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
- p. Death in Custody Act of 2000.

**WEST VIRGINIA
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**COURT SECURITY FUND (CSF)
SPECIAL CONDITIONS AND ASSURANCES**

58 SUFFICIENT MANPOWER:

It is required of the applicant to have a resolution by the County Commission stating that sufficient manpower will be used to operate and manage all equipment and other items requested.

59 USE OF EQUIPMENT:

If any grant purchased equipment is not being utilized, then Grantee will be liable for the cost of said equipment and shall be required to reimburse the Court Security Board for all costs.

60 X-RAY Scanner

It is required of the applicant that in order to use approved Court Security Grant funds to purchase an X-Ray Scanner the courthouse facility must be limited to one public entrance. In addition, the X-Ray Scanner must be operated full-time. The facilities that have metal detectors are required to operate them in conjunction with the X-Ray Scanner. Failure to agree and comply with the above conditions will void the approval to purchase the X-Ray Scanner with Court Security Grant funds.

61 SILENT ALARM:

It is required of the applicant that in order to use approved Court Security Grant funds to purchase Hand Held Metal Detectors the metal detectors must be the "Silent Alarm" type that vibrate. Failure to agree and comply with the above condition will void the approval to purchase the Hand Held Metal Detectors with Court Security Grant Funds.

62 BALLISTIC MATERIAL INSTALLATION:

Ballistic material must be installed per manufacturer's instructions.

I certify that I have read the entire Standard and Special conditions and assurances of this grant program and agree to comply with these requirements.

(Original) Authorized Official Signature

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: **Jefferson County Commission PO Box 250 Charles Town WV 25414**

15-CS-08 Court Security Fund

t

55-6000333

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Jane M. Tabb, President

4. Typed Name and Title of Authorized Representative

August 13, 2015

5. Signature

6. Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Jefferson County Commission		DUNS Number: 07-741-4548
Address: 124 E. Washington Street Charles Town, WV 25414		
Grant Title: Court Security Fund	Grant Number: 15-CS-08	Award Amount: \$150,000.00
Name and Title of Contact Person: Robert Sell		
Telephone Number: 304-728-3205	E-Mail Address: rsell@jcsdvw.com	

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees. Recipient is an Indian tribe. Recipient is a medical institution.
 Recipient is a nonprofit organization. Recipient is an educational institution. Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
certify that _____ [recipient] is
not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.
I further certify that _____ [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Jane M. Tabb, President _____ [responsible official],
certify that Jefferson County Commission _____ [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEO and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEO is on file at the following office:
Jefferson County Commission _____ [organization],
P.O. Box 250, Charles Town, WV 25414 _____ [address].

Jane M. Tabb, President

July 30, 2015

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEO Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEO Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Jefferson County Commission		DUNS Number: 07-741-4548
Address: 124 E. Washington Street Charles Town, WV 25414		
Grant Title: Court Security Fund	Grant Number: 15-CS-08	Award Amount: \$150,000.00
Name and Title of Contact Person: Robert Sell		
Telephone Number: 304-728-3205	E-Mail Address: rsell@jcsdvw.com	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees. Recipient is an Indian tribe. Recipient is a medical institution,
 Recipient is a nonprofit organization. Recipient is an educational institution. Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
certify that _____ [recipient] is
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

I further certify that _____ [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Jane M. Tabb, President _____ [responsible official],
certify that Jefferson County Commission _____ [recipient],

which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Jefferson County Commission _____ [organization],
P.O. Box 250, Charles Town, WV 25414 _____ [address].

Jane M. Tabb, President

July 30, 2015

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],

which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date